



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

September 29, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Theresa Newman  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4552

SUBJECT: **AWARD NOTICE, CONTRACT NO. GSS11413-DOCUMENT\_SRVC  
ADDENDUM #7 – Effective August 28, 2014  
PACKAGE DELIVERY SERVICES**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

This contract is a Cooperative Agreement between the State of Delaware and WSCA (Western States Contracting Alliance).

WSCA contract w15-2011: <http://www.aboutwsca.org/contract.cfm/contract/w15-2011>

Lead State Utah: <http://www.purchasing.utah.gov/>

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each vendor's contract shall be valid from August 28, 2011 through August 27, 2012. Each contract may be renewed for four (4) additional one (1) year period through negotiation between the vendor, the State of Utah and Government Support Services.

This contract has been extended through August 27, 2014 under the same terms and conditions.

**This contract has been extended through August 27, 2016 under the same terms and conditions.**

### **3. VENDORS:**

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<b>Contract # GSS11413-DOCUMENT_SRVCV01</b> State of Utah Contract Number: MA 454 FSF Vendor ID: 0000033547  <b>FedEx Corporate Services, Inc.</b> , as agent for Federal Express Corporation and FedEx Ground System, Inc . Attn: Gayle Gilbert 900 7 <sup>th</sup> Street, NW Washington, DE 20001-3886 Phone: 703-599-1580 Fax: 866-370-2491 Email: <a href="mailto:ggilbert@fedex.com">ggilbert@fedex.com</a>	<b>Contract # GSS11413-DOCUMENT_SRVCV03</b> State of Utah Contract Number: MA 065 FSF Vendor ID: 0000002559  <b>UPS</b> , United Parcel Service, Inc.  Local representative for contract users: Jon Stanley United Parcel Service 15994 S. DuPont Highway Harrington, DE 19952 Phone: 410-365-1847 Email: <a href="mailto:jonstanley@ups.com">jonstanley@ups.com</a>  Cooperative Contract Representative: United Parcel Service, Inc. Attn: Maureen Baer 316 Pennsylvania Avenue, SE, Suite 500 Washington, DC 20003-1185 Phone: 717-329-0049 Email: <a href="mailto:mebaer@ups.com">mebaer@ups.com</a>
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#### 4. **NEW ACCOUNT SET UP:**

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##### a. FEDEX

- 1) To set up a new account or to check if you have an existing account, call FedEx government customer service to obtain the account number. To have the statewide contract rates attached to your new account number, call FedEx Government Service at 800-645-9424.
- 2) No pickup charges (air) or weekly service fees (ground) shall be assessed for any shipments tendered to FedEx by agencies or political subdivisions.

##### b. UPS

- 1) To set up an account: email your request to [WSCA@UPS.com](mailto:WSCA@UPS.com).
- 2) To set up multiple accounts: call Enterprise Government Support: 800-877-1497 and enter 164A87 at the prompt.
- 3) To order supplies, tracking information, billing and all other customer service needs, call Enterprise Government Support: 800-877-1497, enter 164A87 at the prompt.

#### 5. **DELIVERY AND PICKUP:**

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##### a. FedEx

- 1) The [2012 FedEx Service Guide](#) will apply through 8/27/2014 and worldwide directory of domestic and international points served by FedEx can be ordered and sent to users upon request free of charge. The service guide can also be accessed at [www.fedex.com](http://www.fedex.com). Agencies should trace shipments through this web site prior to calling FedEx customer service, whenever possible.
- 2) To schedule a carrier pick-up, use FedEx web-site or call 1-800-463-3339. To obtain your individual agency FedEx account number, first call FedEx government customer service to obtain the account number. To have the statewide contract rates attached to your new account number, call FedEx Government Service at 800-645-9424.
- 3) Note: Additional charges apply to services such as dangerous goods shipments and are applied according to applicable sections of the FedEx service guide. Users are encouraged to review the service guide. If any questions, call FedEx prior to shipment.
- 4) Supplies: Each FedEx truck carries supplies to meet most individual agency shipping needs. Supplies can be ordered and are sent at no cost to arrive within two working days of request.
- 5) Dimensional weight: Dimensional weight is applicable on a per package or per shipment basis on all shipments larger than one cubic foot. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. If dimensional weight exceeds the actual weight, charges based on dimensional weight will be accessed.
- 6) Domestic shipments: time definite delivery of documents and packages door-to-door to every street address in the continental U.S., Hawaii and Puerto Rico. See service guide for specific application to points served for both express (air) and ground service.
- 7) Express Service (air):
  - a) FedEx First Overnight: Time definite delivery by 8:00AM the next business day to more than 90 major U.S. markets. Packages up to 150 pounds and up to 119" in length, 70" in height, and 165" in length plus girth.
  - b) FedEx Same Day: Same day delivery for packages and boxes up to virtually any U.S. destination depending on availability.
  - c) FedEx Priority Overnight: Time definite delivery by 10:30AM the next business day to thousands of cities (noon to most of the rest). Packages up to 150 pounds and up to 119" in length plus girth.
  - d) FedEx Standard Overnight: Time definite delivery by 3:00PM the next business day to thousands of cities (4:30Pm to most of the rest). Packages up to 150 pounds and up to 119" in length plus girth.

- e) FedEx 2day: Time definite delivery by 4:30PM the second business day within the continental U.S.
- f) FedEx Express Saver: Delivery generally within three business days by 4:30PM in the continental U.S., Monday through Friday. Applies to non-document pieces up to 150 pounds.
- g) FedEx Overnight Freight: Next business day delivery in the continental U.S. and Alaska. Applies to pieces 151-1,500 pounds, up to 119" in length, 70" in height, or 300" in length plus girth. Reservation not needed.
- h) FedEx Express Saver Freight: time definite delivery of palletized freight generally in 1, 2 or 3 business days by 4:30PM, to most areas of the contiguous U.S., excluding Alaska and Hawaii. Applies to palletized freight weighing 151-2,000 pounds, single pieces up to 48" x 48" x 70".
- 8) Ground Shipments:
  - a) Delivery time 1-5 business days (3-7 business days to and from Alaska and Hawaii). Available to every business throughout the U.S.
  - b) Packages up to 150 lbs; up to 108" in length and 165" in length and girth.
- 9) International Shipments:
  - a) International shipment rates cover inbound and outbound international shipments.
  - b) FedEx tracks the status of each shipment from pick-up to final destination. FedEx advanced tracking and tracing provides around-the-clock real time package status reports providing informational control.
  - c) FedEx International Priority: Rapid, customs-cleared, time definite delivery of boxes, documents and packages. Applies to door-to-door service to more than 120 countries, transit times are 1, 2 or 3 business days, depending on destination.
  - d) FedEx International Priority Freight: Time definite express service on shipments up to 1,500 pounds for 22 countries.
- b. UPS
  - 1) The [2012 UPS Service Guide](#) will apply through 8/27/2015. Agencies should trace shipments through [www.ups.gov](http://www.ups.gov) web site prior to calling UPS customer service, whenever possible.
  - 2) To schedule a carrier pick-up, use UPS web-site or call 1-800-PICK-UPS.
  - 3) Note: Additional charges apply to services such as dangerous goods shipments and are applied according to applicable sections of the UPS service guide under "Service Restrictions". Users are encouraged to review the service guide and contract UPS with any questions prior to shipment.
  - 4) Supplies can be ordered and are sent at no cost.
  - 5) Dimensional weight: Dimensional weight is applicable on a per package or per shipment basis on all shipments per the UPS Service Guide.
  - 6) Domestic shipments
    - a) Time definite delivery of documents and packages door-to-door to every street address in the continental U.S., Hawaii and Puerto Rico. See service guide for specific application to points served for both express (air) and ground service.
    - b) UPS Next Day Air: Next business day by 10:30AM, 12:00PM or end of day, depending on destination. To all 50 states and Puerto Rico.
    - c) UPS Next Day Air Saver: Next business day by 3:00Pm or 4:30PM to commercial destinations where UPS Next Day Air delivery is committed by 10:30AM or 12:00pm, respectively. Shipments to residential locations within the UPS Next Day Air Saver area are delivered by end of day. Not available to destinations where UPS Next Day Air is committed by end of day.
    - d) UPS 2<sup>nd</sup> Day Air A.M.: Delivery by 10:30AM or 12:00PM on second business day to metropolitan commercial destinations. 48 contiguous states where UPS Next Day Air delivery is committed by 10:30AM or 12:00PM, respectively. Not available to destinations

where UPS Next Day Air delivery is committed by end of day. Not available to residential destinations.

- e) UPS 2<sup>nd</sup> Day Air: Delivery by end of second business day to all 50 states and Puerto Rico.
- f) UPS Ground Shipments: Delivery time 1-5 business days. Available to every business throughout the U.S. and Puerto Rico. Also available to every residential address throughout the 50 states.
- 7) International Shipments
  - a) Rates cover inbound and outbound international shipments.
  - b) UPS tracks the status of each shipment from pick-up to final destination.

## 6. **PRICING:**

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FEDEX: Any future rate change with FedEx will occur on August 26, 2013 and August 25, 2014.

UPS: Rates and service pricing is frozen through August 27, 2013.

Fuel Surcharge: A fuel surcharge will be added to all shipments and capped at 7% for all services.

Pricing charts are available on the WSCA website and also posed with this award notice.

WSCA contract: <http://www.aboutwsca.org/contract.cfm/contract/w15-2011>

## **ADDITIONAL TERMS AND CONDITIONS**

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### 7. **BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### 8. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### 9. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### 10. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

Award Notice

Contract No.: GSS11413-DOCUMENT\_SRVC

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.